

Section 2: Eligibility and Assertions of Candidate to Participate in Competition(s) and Candidate Contractual Obligations for Miss America

2.1 Authorization. The Candidate acknowledges by registering on the website, her eligibility may be subject to review at each level of Competition. The determination of eligibility to compete in a Competition shall not in and of itself be the basis of eligibility to compete in subsequent Competitions at any level. Candidate/Titleholder authorizes the Local, State, or National Organization, at its/their sole discretion, to release and publicly comment upon any truthful information concerning Candidate/Titleholder's eligibility to compete, participate in the Program, or to complete her Year of Service.

2.2 National Competition. The Candidate asserts that she has never before competed in an MAO National Competition.

2.3. Age. The Candidate for Miss America understands and attests that to be eligible to compete, she:

2.3.1 She must be at least eighteen (18) years of age as of July 31st in the calendar year of the State Competition in which she competes;

2.3.2 Must be at least a high school graduate or equivalent by July 31st in the calendar year of the State Competition in which she competes; and

2.3.3 Must not be older than twenty-five (25) years of age as of the last day in the State Competition's calendar year in which she competes (December 31st);

For the avoidance of doubt, the Candidate cannot turn twenty-six (26) years of age at any time during the calendar year (January 1st through December 31st) in which she will compete at the State Competition.

For the avoidance of doubt, competitors ages 13 to 17 year old high school graduates, as well as 18-year-old non-graduates as of July 31st, 2022, must compete at the Miss America's Outstanding Teen ("Teen") level.

The Candidate attests that she will not be older than the twenty-five (25) age requirement on December 31st, 2022.

Montana Candidates Only: Since Miss Montana was not held in 2021, if candidate exceeds the 25 year old age eligibility in 2022, she is hereby "grandfathered" to continue competing in the Miss Montana Competition as well as the 2022 Miss America Competition pursuant candidate is not older than 26 years old on December 31, 2022.

Candidate's birth certificate or a copy of Candidate's driver's license or a government-issued identification card which includes Candidate's age must be provided to execute the Candidate Contract.

2.4 Jurisdiction. The Candidate understands and attests that to compete; she must either:

- 1) Reside in the State of Competition; or
- 2) Be accepted and successfully enrolled in and physically attending classes on a full-time basis at an accredited college, or university, or technical school in the State; or
- 3) Be employed on a full-time basis, defined by state law, in the State.

2.4.1 Residency Status. If Candidate is claiming eligibility to compete in the State or Local Organization based upon her residence in the respective state and/or local, she must be a certified resident of the state and/or local for at least thirty (30) days prior to competing in Local Competition or, if there are no Local Competitions in the state, at least ninety (90) days prior to the State Competition.

The Candidate understands if her eligibility is based on residency as outlined above and the terms of her eligibility as a resident are not maintained, then her eligibility to continue to compete at the next level of Competition(s) and continue to hold a title, if any, will be forfeited.

A residence is defined as the primary address where the Candidate physically lives. The Candidate has established verification of residency through her driver's license, automobile registration, voter registration, property mortgage or lease in her name, or tax filings. If applicable to establish residency, the Candidate must provide a copy of her driver's license or a government-issued identification card and proof of this residency in the form stated above to execute the Candidate Contract.

If a Candidate's Residency is established at the specific location above less than thirty (30) prior to the Local Competition or less than ninety (90) days prior to the State Competition in a State that has no Local Competitions, but she still lived in the jurisdiction; in this case, the Candidate is eligible but must identify and provide evidence of her previous address within the jurisdiction:

2.4.2. Student Status. If the Candidate is claiming eligibility to compete based upon her status as a full-time student, she must have been accepted and successfully registered to physically attend classes at an accredited college, university, or technical school as a full-time student (at least 12 credit hours). The necessary documentation must be provided to execute the contract.

If she met the requirements of a full-time student at the time of winning her state title and was registered as a full-time student at that time, the Titleholder may elect to take a leave of absence from full-time student status to serve in the role of State Titleholder. Should she make this election, she will still maintain her eligibility for the National Competition.

Eligibility based on full time Student Status provides the Candidate the ability to compete in the state where she is a student. Candidate is required to attend classes in person should the class be offered in person. Candidates are not allowed to utilize enrollment in on-line or distance education to establish "Student Status" eligibility. Candidate understands she must maintain full time Student Status. Should she fail to do so, her eligibility to continue to compete at the next level of Competition(s) and continue to hold a title, if any, will be forfeited.

If the Candidate had won a Local Competition and graduates before her State Competition and met the requirements above, she remains eligible to compete in the State Competition under this section.

If the Candidate is competing in a State Competition with no Local Competitions, she remains eligible to compete in the State Competition within ninety (90) days of graduation if she has met the requirements above.

If applicable to establish Student Status, the Candidate must provide the necessary information. If requested, the Candidate agrees to provide the Local or State Organization with any supplemental documentation within five (5) business days of the request to assist in determining eligibility. The Candidate acknowledges and fully understands that additional proof of student status may be requested.

2.4.3. Employment Status. If the Candidate is claiming eligibility to compete based on her full-time employment (full-time being defined as averaging no less than 32 hours per week), she must claim eligibility in the State or geographic boundary where she physically works or in the State or geographic boundary that is considered her home base.

Such employment and hours must be verified by the Candidate's employer(s) for a continuous period of at least sixty (60) consecutive calendar days immediately preceding the date of her first Local Competition in which she is competing, or at least sixty (60) consecutive calendar days prior to the State Competition if the State does not hold Local Competitions.

If applicable for Employment eligibility, the Candidate will provide paystubs, W-2 forms, income tax filing, or other relevant documentation to prove full-time employment to execute the contract.

The Candidate understands if her eligibility is based on full-time employment as outlined above and the terms of her eligibility are not maintained, her eligibility to continue to compete at the next level of Competition(s) and continue to hold a title, if any, will be forfeited. If requested, the Candidate agrees to provide the Local or State Organization with any additional information or documents within five (5) business days of the request to determine eligibility. The Candidate acknowledges and fully understands that further proof of employment may be requested.

2.5. Citizenship. I am a citizen of the United States of America.

2.6. High School Education. The Candidate must be a high school senior or have such standing, have completed the G.E.D. testing program for high school equivalency, or have met the academic requirements for entry into an accredited college, university, or technical school degree program requiring physical attendance no later than the date of her first Competition.

If a Candidate with high school standing or equivalency earns a Local Competition title, she must graduate from high school or equivalency by July 31st in the year of her State Competition.

The Candidate must provide the relevant information to determine eligibility, if requested, the Candidate agrees to provide the Local or State Organization with any additional documentation before the start of the first Competition or within five business days, whichever is greater. The Candidate acknowledges and fully understands that further proof of high school graduation or its equivalent may be requested.

2.7. Personal Characteristics. The Candidate understands that to be eligible to compete in the Local/State or National Competitions, she hereby acknowledges and attests to the following:

2.7.1. Gender. The Candidate is female.

2.7.2. Marital Status. The Candidate is not now, nor has ever been married, nor has had a marriage annulled, nor will get married during the Year of Service. The Candidate is eligible to compete if she is engaged to be married. However, the Candidate attests she is willing to postpone any marital plans if selected as the Titleholder until after her Year of Service. The Candidate also agrees she shall not make any public statements or allow another party to make public statements regarding a public announcement of a marriage proposal or marriage engagement during her Year of Service. The Candidate understands that if she gets married during her Year of Service, she is no longer eligible to participate or compete in any Local, State, or National Competition or continue to hold her Title.

2.7.3. Parental Status. At the execution of the Agreement, the Candidate asserts she is not now pregnant. The Candidate also attests she is not a parent or the adoptive parent of any child, nor will she become a parent, or the adoptive parent of any child, during her Year of Service. The Candidate understands that if she becomes pregnant or becomes the adoptive parent of a child during her Year of Service, she is no longer eligible to participate or compete in any Local, State, or National Competition or continue as a Titleholder.

2.7.4 Uphold the Miss America Mission and Vision. The Candidate has not been involved in any act or behavior that is or could be perceived by the Local, State, or National Organization, as contrary to the mission, vision, goals, objectives, or policies of the Miss America Program. This includes activity on social media. Such determination shall be made by MAO in its sole and absolute discretion. The Candidate understands and agrees the judgment of MAO shall be final and binding.

2.7.5. Criminal Record. The Candidate has not been charged with multiple minor or petty offenses in the last twenty-four (24) months. The Candidate has never been convicted of a criminal offense, and no criminal charges are pending against her. The Candidate understands that should she be charged with an offense of any kind after the execution of this Agreement, she may lose the ability to compete or lose any title she had won at a Competition. The Candidate acknowledges should she be charged with a criminal offense she is responsible for reporting this to the State Organization within five (5) business days. The Candidate has the right to appeal this decision to MAO through legal counsel of her choice. Any decision by MAO will be final and binding.

2.7.6. Non-Disparagement. Candidate/Titleholder states that she has not engaged in nor will she engage in conduct which adversely reflects on the Local, State, or National Organizations or is considered harmful to the Local, State, or National Organizations, their reputation(s) or business activities, the determination of which is in the sole, absolute, and exclusive judgment of the State Organization and/or MAO. These actions include, but are not limited to, the uttering or publishing of any disparaging comments, acts of harassment or bullying, statements to the media, social media postings, or actions taken to direct or support such activity(ies) by others regarding or targeting Local, State or National operations, affiliates, sponsors, partners, scholarship providers, volunteers, and staff. The Candidate/Titleholder understands that in order to prevent damage to the Program's business or reputation, or to an individual, including their employment,

activities, or reputations, she may be dismissed from competing and/or from holding a title in the Program, such determination being in the sole, absolute and exclusive judgment of the State Organization and/or MAO. Any Candidate/Titleholder found to violate this Agreement will be subject to Liquidated Damages as outlined in Section 2.7.7 below.

2.7.7 Liquidated Damages. It is mutually agreed in the event the Agreement is breached by the Candidate, Local, State and National Organizations will suffer substantial damages which may not be possible to quantify with certainty. The Candidate acknowledges the loss of Title and/or other awards as liquidated damages and not as a penalty together with all attorney fees and expenses. This does not include scholarship awards.

2.7.8. Health. The Candidate asserts and states that, to the best of her knowledge, she can physically participate fully in and execute all program activities and can individually compete for the duties of a Titleholder. Upon submission of appropriate certified documentation, the Local/State Organizations will work with the Candidate to provide reasonable accommodations that do not create an unfair competitive advantage not afforded to all Candidates. If accommodations are applicable to the Candidate, additional information will need to be provided as instructed in the Contract Exhibit.

2.7.9. Substance Abuse. The Candidate does not use, consume, or distribute any illegal or controlled substances other than those obtained under a valid prescription and taken according to the directions of a licensed healthcare professional. The Candidate does not abuse the use of alcohol, prescriptive drugs, or potentially addictive substances.

2.7.10. Conflict of Interest. The intent of this section is to avoid **any undue influence on judging** and the operation of competitions.

2.7.10.1 No Candidate can compete in a Local, State, or National Competition if an Immediate Family Member(s), as defined in 2.7.10.6, is currently judging or has judged at any level in the MAO program which includes MAOTeen within the last 12 months.

2.7.10.2 Candidate acknowledges Local and State Competitions will be judged using a minimum of five (5) judges and a maximum of seven (7) judges, unless otherwise approved or directed by MAO. These judges shall use the "Olympic" scoring model where the highest score and the lowest score from the judging panel will be dropped. Only the remaining scores will be counted.

2.7.10.3 The Candidate is to report immediately in writing to the Competition Director or Judge's Chair any Judge who is personally known to them or the candidate's immediate family, as defined in section 2.7.10.6. There shall be **no repercussions** or penalty for reporting such knowledge. Because a Candidate reports personally knowing a Judge, this shall not necessarily disqualify a Judge. Judges are provided resumes of the Candidates prior to the Competition and subject to a Code of Conduct. Should the Organization feel there is a conflict, they are to replace the judge. The Local and/or State Competition Leadership shall review all notices and investigate any potential conflicts and make such determination utilizing the guidance provided by section 2.7.10.5. **To prevent one Judge from dictating the outcome of the Competition, the Local and State Competitions use Olympic Judging as outlined in 2.7.10.2.**

2.7.10.4 Judges are obligated to report any attempt, directly or indirectly, to influence their decision to the State Organization or MAO if a Candidate or Immediate Family Member(s), as defined in section 2.7.10.6, is found in violation of this policy, the

Candidate shall be subject to disqualification from the Competition. If the violation is determined following the Competition, the Candidate shall be subject to remedies provided by this Agreement.

2.7.10.5 To assist in making a rules determination regarding any question of a possible conflict of interest or impropriety related to judging shall refer to the "MAO Judges Eligibility Rules" and "Judge's Affidavit" for guidance.

2.7.10.6 Immediate Family Members are defined as parents, grandparents, aunts, great aunts, uncles, great uncles, nieces, nephews, and siblings, whether by whole or half-blood, or by marriage, including stepchildren, adoption, or natural relation.

2.7.10.7 Local and State Organizations shall include Miss, Teen, Princess, or Princess-like programs, or any MAO affiliated organizations.

2.7.10.8 No Candidate shall be allowed to compete in a competition if an Immediate Family Member(s), or an Entity Controlled by or has Decision Making Authority by an Immediate Family Member(s) is a sponsor or donor to the Local, State, and National Organization, or their related Foundations. Candidate program book advertising/salute pages and supporting candidate fundraising efforts are excluded from this prohibition.

2.7.10.8.1 A Candidate can be eligible to compete if an Immediate Family Member(s) is an employee of a service provider, vendor, or contractor to the Local Organization, State Organization, MAO, or their related Foundations which has no direct involvement with the competition. Still, no Immediate Family Member(s) can provide any services during any competition nor services to any candidate.

2.7.10.9 No Candidate shall be allowed to compete in a Local or State Competition where an Immediate Family Member(s) has served in any capacity, volunteer, or otherwise in the last six (6) months. "Any Capacity" shall include, but not limited to, taking tickets, serving as an usher, as a candidate prep coach, committee member, or local organization board member.

2.7.10.9.1 Should an Immediate Family Member(s) have served in a position referred to above, the Immediate Family Member(s) must have formally resigned at least six (6) months prior to the time Candidate is eligible to compete in her first Local Competition, or if locals are not held in the State where she competes, at least six (6) months prior to the State Competition in which she intends to compete.

2.7.10.10 If the Candidate meets the eligibility requirements to compete in another state and Immediate Family members have not been active in that State program, the Candidate can compete in the other State and the other State's Locals while their Immediate Family members are involved in a completely different State program.

2.7.10.11 No Candidate shall be allowed to compete in any competition if an Immediate Family Member(s) serves as a member of the MAO Board of Directors, is an employee of MAO, its affiliated organizations, or serves in any position that, in the opinion of the MAO Board of Directors, has influence over the Competition and judging.

2.7.10.11.1 Should an Immediate Family Member(s) have served in a position referred to above, the Immediate Family Member(s) must have formally resigned at least one (1) year prior to the time Candidate is eligible to compete in her first Local Competition, or if locals are not held in the State where she competes, at least one year prior to the State Competition in which she intends to compete.

2.7.10.13. The Candidate acknowledges and attests that no conflicts of interest as outlined in this section exist, and she is eligible to compete. Should the Candidate have a question as to a possible conflict, they shall contact their State Executive Director.